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THIS AGREEMENT, Made this 18th day of June, 1929,
by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation, hereinafter designated as "CITY," and the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, hereinafter designated as "COUNTY COMMISSIONERS."

WHEREAS the General Assembly of the State of Maryland, by an act known as Chapter 466 of the Acts of 1927, which was approved April 5, 1927, authorized and empowered the County Commissioners of Anne Arundel County to borrow a sum not to exceed Fifty thousand dollars (\$50,000.00) for the purpose of providing water distribution in the First Precinct of the Fifth Election District of Anne Arundel County, in parts of Millersost, Brooklyn Heights and vicinity; and further authorized the said COUNTY COMMISSIONERS to enter into a contract with the CITY to lay said mains and extensions and to make the proper connections for distribution of a water supply in the said First Precinct; and

WHEREAS the Bureau of Water Supply of the City of Baltimore deems it advisable that the said COUNTY COMMISSIONERS purchase the materials, construct and install the water mains, valves, fire hydrants and appurtenances necessary for said system of water distribution under the conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the promises and the covenants and agreements hereinafter contained to be performed by the parties hereto, the CITY hereby agrees to connect the aforesaid water mains in the said First Precinct of the Fifth Election District of Anne Arundel County, in parts of Millersost, Brooklyn Heights and vicinity, with the water supply system of the City under the following terms and conditions:

1. All phases of the design, construction and testing of water mains and appurtenances shall be in accordance with the standards of the Bureau of Water Supply of the City of Baltimore.
2. All pipe, fittings, jointing materials and appurtenances shall be in accordance with the specifications of the American Water Works Association.
3. The size of mains, type, number and location of valves, type and location of fire hydrants, shall be approved by the Chief Engineer and Water Engineer of the City of Baltimore.
4. All construction and installation work shall be subject to inspection of the Bureau of Water Supply of the City of Baltimore, and said Bureau shall be reimbursed by the County Commissioners for the expense of same.
5. The new mains provided for in this agreement and to be laid by said County Commissioners shall be connected with the existing mains of the City of Baltimore by the said Bureau of Water Supply, and said Bureau shall be reimbursed for the expense thereof by the County Commissioners on the basis of time and material, plus fifteen per cent overhead.
6. All mains and appurtenances shall be laid to a depth of four feet between the top of main and the official grade of the streets and footways as established by the

proper authorities of Anne Arundel County, the established grades and curb lines to be shown on the plans of the water main installations.

7. The said Bureau of Water Supply shall be reimbursed by the County Commissioners for the expense of relocating any mains, valves, fire hydrants, appurtenances, services and/or meters, made necessary to conform to the re-establishment of the grade of any of said streets and footways.

8. All taps on said water mains and work on the individual water supply service pipes between said water mains and the official curb stop or meters on said service pipes, shall be done only by the Bureau of Water Supply. Only those services shall be installed for which application and payment have been made to the City of Baltimore. Where property is already supplied with water through approved service pipe, said pipe shall be transferred to the new water main by the Bureau of Water Supply. All supply service pipes to be connected with the mains to be laid hereunder, shall be made by the Bureau of Water Supply, in accordance with its rules and regulations. No connection shall be made with said water mains or any extensions thereof or any water supply service pipes, except by the Bureau of Water Supply, in accordance with said rules and regulations. No water supply service for the purpose of supplying property shall be connected to the water mains or extensions thereof installed hereunder unless application and payment therefor have been duly made to the City of Baltimore in accordance with the rules and regulations of the Bureau of Water Sup-

ply, upon application to said Bureau accompanied by a deposit to cover the cost of same. The water supply service pipe herein referred to consists of that portion of pipe between the water main in the highway and the official curb stop or water meter, which shall be placed at the discretion of the Bureau of Water Supply at the approximate curb line.

9. All plans of the work to be done hereunder shall be drawn on a horizontal scale of one inch equals forty feet, according to the type and character of the plans now used by the Bureau of Water Supply, and said plans shall be prepared by or for the COUNTY COMMISSIONERS at their own expense.

10. Upon the completion of the installation of said water mains and appurtenances, record plans showing accurate measurements and location of mains, valves, fire hydrants and appurtenances shall be filed promptly with the Bureau of Water Supply.

11. Upon the completion of all construction work and the filing of record plans with the Bureau of Water Supply, the said entire new system of mains, valves, fire hydrants and appurtenances constructed hereunder shall be turned over to the Bureau of Water Supply, and shall be deeded to the Mayor and City Council of Baltimore, together with the rights-of-way therefor.

12. The Bureau of Water Supply shall be relieved of all responsibility and expense for repairs to said water mains, or for damage growing out of leakage or burst water mains for a period of one year after the date that said mains and appurtenances are turned over

to the Bureau of Water Supply; any repairs or maintenance during the above period of one year shall be subject to inspection and acceptance by the Bureau of Water Supply, and any such repairs during the period of one year not given prompt attention, shall be made by the Bureau of Water Supply at the expense of the COUNTY COMMISSIONERS aforesaid.

13. The Bureau of Water Supply shall be relieved from all responsibility for the condition of streets and footways due to the construction of said water mains and appurtenances; and the COUNTY COMMISSIONERS shall indemnify and hold harmless the Mayor and City Council of Baltimore from any and all claims for damages sustained in connection with the construction of said water mains.

14. A refund of One hundred dollars (\$100.00) shall be paid to the COUNTY COMMISSIONERS by the Comptroller of the City of Baltimore, for every dwelling under roof connected with said mains hereunder within a period of three (3) years after the completion of the aforesaid water mains, said mains to be completed within six (6) months after the signing of this agreement, provided there has been made to the CITY a bona fide application and payment for water supply service pipe for the same; it being agreed and understood that the said refund of One hundred dollars (\$100.00) per house, shall be payable in equal annual installments of Twenty dollars (\$20.00) a year, for a period of five (5) years, beginning one year after the installation of the necessary service pipe and occupancy by a bona

fide consumer, but no refund shall be allowed for any dwelling now receiving water from the City system and carried as an account on the City's books, nor for a dwelling which does not abut on a street in which one of these mains has been installed; it being the intent of this section that refunds will be made only in cases where water is actually served to a bona fide consumer, as indicated above, and that the said water mains shall be completed as promptly as possible, but under no circumstances to be longer than six (6) months after the date of this agreement; and the COUNTY COMMISSIONERS shall notify, in writing, the Bureau of Water Supply promptly that said system has been completed, and do so to the Mayor and City Council of Baltimore, together with rights-of-way therefor, as hereinbefore provided, before the CITY shall be obligated to make any connections with its system.

18. All charges for the installation of water service supply pipe and water service charges and water rates, shall be the same as those now in effect where the CITY is furnishing water to consumers in Anne Arundel County, until changed in accordance with the rules and regulations of the City authorities, which shall be applied to the system and water consumers hereunder; and an annual rental for public fire hydrants shall be paid to the CITY by the COUNTY COMMISSIONERS. All rates for water furnished in connection with this agreement shall be determined by the Bureau of Water Supply, subject to review by the Public Service Commission of the State of Maryland.

16. No water shall be used for public purposes, such as street cleaning and sewer flushing, by the authorities of Anne Arundel County, except in accordance with the rules and regulations and under official permit of the Bureau of Water Supply.

17. No extensions or additions to the proposed water mains covered by this agreement, shall be made except in a manner prescribed by the Bureau of Water Supply.

AS WITNESS the signatures of the members of the Board of Estimates of Baltimore City, attested by the clerk of said Board, and the corporate seal of the Mayor and City Council of Baltimore, attested by the City Register, and the members of the Board of County Commissioners of Anne Arundel County, attested by the clerk of said Board.

Attest:

(Signed) Wm. F. Broening
Mayor of Baltimore City

(Signed) W.S. Hanna
Clerk-Board of Estimates

(Signed) A. Walter Kraus
City Solicitor

(Signed) W.S. Hanna
Dep. Comptroller of the City of Ba

ATTEST:

(Signed) O.F. Goob
Chief Engineer

(Signed) M. Flynn
Deputy City Register

(Signed) Howard Bryant
President, City Council

APPROVED:

(Signed) Edward O. Host
Water Engineer

ATTEST:

(Signed) R. Harry Arnold
Clerk-County Commissioners of Anne
Arundel County

COUNTY COMMISSIONERS OF ANNE ARUNDEL
COUNTY
by,

(Signed) Elmer E. Robinson

(Signed) Wm. E. Shipley

(Signed) E.P. Miller

(Signed) S. Arnold

(Signed) Glenn N. Webb

(Signed) F.O. Kelly

(Signed) N.T. Jones

APPROVED:

(Signed) Jerry L. Smith
Counsel for County Commissioners of
Anne Arundel County

APPROVED:

(Signed) John A. Bromley
Engineer of Anne Arundel County

Approved by the Public Service Commission June 13,
1929. See Order No. 14561.